

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Vermillion Advisors LLC

2. Registration Number

7338

3. Primary Address of Registrant

32 Oak Drive, Chatham, NJ 07928

4. Name of Foreign Principal

Mr. Eduard Khudainatov

5. Address of Foreign Principalc/o Ford O'Brien Landy LLP, 275 Madison Ave, 24th Floor
New York, NY 10016**6. Country/Region Represented**

RUSSIA

7. Indicate whether the foreign principal is one of the following:☐ Government of a foreign country¹☐ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) _____☒ Individual-State nationality RUSSIA**8. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

b) Name and title of official(s) with whom registrant engages

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official(s) with whom registrant engages
- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

Eduard Khudainatov is the President and sole shareholder of Independent Oil and Gas Company ("NNK"), which is based in Russia. However, Mr. Khudainatov has hired Vermillion Advisors to act on his behalf in connection with his beneficial ownership of Millemarin Investments Ltd, the holding company of an asset owned by Mr. Khudainatov, which is a personal matter unrelated to NNK.

- b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

10/22/2023David Vermillion/s/David Vermillion

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

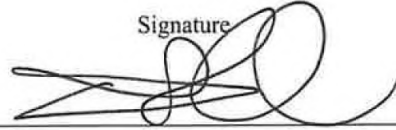
Date

Printed Name

Signature

10/22/23

David Vomilion



U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Vermillion Advisors LLC

2. Registration Number
7338

3. Name of Foreign Principal
Mr. Eduard Khudainatov

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 10/20/2023
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Strategic communications services in exchange for fees as set forth in the agreement.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Develop an effective, and efficient, communications strategy regarding litigation in the United States relating to the Client.
 Review and analyze relevant available material, including prior news reports and other documents regarding Client.
 Manage outreach to targeted media outlets regarding any such litigation.
 Field media inquiries relating to any such litigation.
 Track news reports and publications regarding any such litigation and/or Client.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

10/22/2023David Vermillion/s/David Vermillion

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

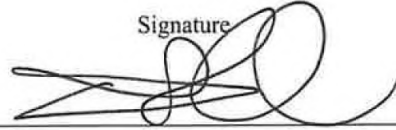
Date

Printed Name

Signature

10/22/23

David Vomillon



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made as of October 20, 2023 (the "Effective Date") by and between Eduard Yurievich Khudainatov ("Client"), and Vermillion Advisors, LLC maintaining a place of business at 32 Oak Drive Chatham, NJ 07928 ("Vermillion") together, with Client, collectively, the "Parties" and each, a "Party."

RECITALS

- R-1. Vermillion is engaged in the business of rendering strategic communications services.
- R-2. Client wishes to engage Vermillion for its services.
- R-3. Vermillion is willing and able to render said services subject to the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. **Services and Deliverables.** Vermillion shall provide the services ("Services") and deliverables ("Deliverables") to Client as outlined in Exhibit A.
- 2. **Term and Termination.**
 - 2.1 The term of this Agreement shall begin on October 20, 2023 and continue until October 19, 2024 ("Term"). Client is obligated to pay for Services and Deliverables rendered under this Agreement up until termination. Upon mutual written agreement, which may be by email or other electronic delivery, the Parties may agree to extend the Term of this Agreement. Either party may terminate or suspend this agreement upon 30 days written notice.
 - 2.2 In addition to any remedies that may be provided under this Agreement, Vermillion may terminate this Agreement with immediate effect upon written notice to Client, if Client:
 - (a) fails to pay any amount when due under this Agreement;
 - (b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or
 - (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.
- 3. **Fees; Invoices and Payment.**
 - 3.1 Compensation. Client shall pay Vermillion a rate of \$500.00 per hour for the Term of the Agreement (the "Fee"). To begin services, Client will deposit with Vermillion an original retainer in the amount of \$50,000.00. All hourly fees shall be subtracted from this retainer as they accrue or are incurred. Client will receive

a monthly statement itemizing the fees and costs incurred. Vermillion will notify client when 90% of the retainer on account has been depleted, at which point Client agrees to deposit an additional \$50,000.00 retainer to maintain services and continue representation.

3.2 Taxes. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder.

3.3 Expenses. In addition to the hourly fee provided for above, Client shall reimburse Vermillion for all reasonable out-of-pocket expenses incurred in connection with the Services provided hereunder, without mark-up. In no event shall any single expense exceed \$150 without the prior approval and authorization of Client (which approval shall not be unreasonably withheld or delayed and may be provided electronically).

4. Non-Exclusive Arrangement. Vermillion may represent, perform services for, and contract with as many additional clients, persons, or companies as Vermillion, in its sole discretion, sees fit, subject to Vermillion's obligations under this Agreement provided, however, Vermillion may not represent, perform services for and contract with any additional client that seeks services and deliverables which conflict with the services and deliverables Vermillion is to provide to client as outlined in Exhibit A under this Agreement.

5. Independent Contractor. Vermillion shall act solely as an independent contractor, not as an employee or agent of Client in performing the Services. Accordingly, Client shall not exercise control over the manner, time, or place in which any Services rendered by Vermillion or its members, officers, agents, and employees are performed. Additionally, Vermillion, including its members, officers, agents, and employees, will not be eligible for any employment benefits currently provided to Client's employees. Unless specifically authorized in writing, Vermillion shall not enter into any agreement with any third party on behalf of Client or represent to any third party that it has authority to enter into any such agreement.

6. Client's Acts or Omissions; Obligations.

6.1 If Vermillion's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants or employees, Vermillion shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

6.2 Client shall:

- (a) cooperate with Vermillion in all matters relating to the Services as may reasonably be requested by Vermillion, for the purposes of performing the Services;
- (b) provide such materials or information as Vermillion may reasonably request and Client considers reasonably necessary to carry out the Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects; and
- (c) respond promptly to any Vermillion request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Vermillion to perform Services in accordance with the requirements of this Agreement.

7. **Confidential Information.**

- 7.1 Vermillion and Client ("Recipient" or "Discloser," as applicable) each agree to preserve as confidential any and all non-public business, technical and financial information, whether in oral, written, electronic, digital or other form, related to the business activities of the other Party, its clients and affiliates, that may be disclosed to, received or observed by, the Recipient from the Discloser ("Confidential Information").
- 7.2 Confidential Information shall not include information which: (i) is or becomes through no fault of the Recipient part of the public domain; (ii) was already known to the Recipient at the time of disclosure; or (iii) is independently developed by the Recipient without reference to or use of any Confidential Information received from the Discloser.
- 7.3 Disclosure of Confidential Information is permitted by a Party if: (i) mutually agreed upon in writing; or (ii) pursuant to compulsory legal process, in which case Vermillion agrees to notify Client in advance before information is disclosed.
- 7.4 The provisions of this Section 7 shall automatically terminate two (2) years following the termination of this Agreement.
- 7.5 Notwithstanding the foregoing or anything herein to the contrary, (i) nothing contained in this Section 7, Section 8, or the Agreement is intended, nor shall it be construed, to preclude Vermillion from providing the Services and Deliverables hereunder according to its ordinary practice. This authorization shall survive and continue in full force and effect following termination of this Agreement.

8. **Kovel Agreement.** In connection with this engagement, Client authorizes Vermillion to take instruction from, consult with, and report to Client's counsel at Ford O'Brien Landy LLP ("Ford O'Brien" or "Client's legal team"), which firm is authorized to act on Client's behalf.

- 8.1 All communications between Vermillion and Ford O'Brien on Client's behalf, as well as communications between Vermillion and any attorney, agent, or employee acting on either Ford O'Brien's or Client's behalf, shall be regarded as confidential and made solely for the purpose of assisting counsel in rendering legal advice to Client. Vermillion will not disclose to anyone, without Client's or Ford O'Brien's written permission, the nature or content of any oral or written communication, nor any information gained from the inspection of any record or document submitted by Client or Ford O'Brien to Vermillion, including information obtained from corporate records or documents. Moreover, Vermillion will not permit inspection of any papers or documents without Client's or Ford O'Brien's permission in advance.
- 8.2 All work product, records, documents, video or audio tape recordings, or photographs, regardless of their nature and the source from which they emanate, shall be held by Vermillion solely for Client's and Ford O'Brien's convenience and subject to Client's and Ford O'Brien's unqualified right to instruct Vermillion with respect to possession and control. Work product prepared by Vermillion or under Vermillion's direction belongs to Client and Ford O'Brien.
- 8.3 As part of the agreement to provide strategic communications services in this matter, Vermillion will immediately notify Ford O'Brien of the happening of any one of the following events: (a) the exhibition or surrender of any

documents, records, video or audio tape recordings, or photographs prepared by or submitted to Vermillion, in a manner not expressly authorized by agreement; (b) a request by anyone to examine, inspect or copy such documents, records, video or audio tape recordings, or photographs; or (c) any attempt to serve, or the actual service of, any court order, subpoena or summons upon Vermillion which requires the production of any such documents, records, video or audio tape recordings, or photographs. Vermillion agrees to immediately return all documents, records, video or audio tape recordings, photographs and work product to Client or Ford O'Brien, at Client's or Ford O'Brien's request.

9. **Indemnification.**

- 9.1 Client will indemnify, defend and hold harmless Vermillion, its affiliates, and its and their respective members, shareholders, officers, directors, employees and agents (collectively, the "Vermillion Indemnitees") against any third party claims, including reasonable attorneys' fees for defending those claims, to the extent such claims arise out of or relate to (a) any Vermillion Indemnitee's performance of the Services, (b) any injury or harm to Vermillion Personnel alleged by such Vermillion Personnel to have occurred on Client's or its affiliates' premises during the course of performance of Services except to the extent such claims result from Vermillion's breach of this Agreement or a Vermillion Indemnitee's negligence or willful misconduct in performing its obligations under this Agreement, (c) Client's breach of this Agreement, or (d) any acts or omissions of negligence, willful misconduct, or fraud of the Client or its employees or agents. Notwithstanding the foregoing, Client shall not indemnify any Vermillion Indemnitee for such claims caused by the sole negligence or willful misconduct of any Vermillion Indemnitee.
- 9.2 For the purposes of this Section 8, "Personnel" shall mean a Party's employees, servants and agents, independent contractors, and subcontractors.
- 9.3 Vermillion will provide Client reasonable notice of any claims made for which Client might be liable under this Section of the Agreement.
- 9.4 The covenants and conditions contained in this Section 8 shall survive and continue in full force and effect following termination of this Agreement.

10. **Warranty and Representations.**

- 10.1 Vermillion represents and warrants to Client that: (a) it will use appropriately skilled and experienced employees, properly qualified and supervised to perform the Services; (b) the Services and any associated Deliverables will conform with the requirements of this Agreement, and (c) Vermillion has and shall maintain all regulatory approvals, authorizations, licenses, permits and other permissions, consents and authorities whatsoever needed to perform its obligations under this Agreement.
- 10.2 Vermillion shall not be liable for a breach of the warranty set forth in Section 10.1 unless Client gives written notice of the defective Services, reasonably described, to Vermillion within fifteen (15) days of the time when Client discovers or ought to have discovered that the Services were defective.
- 10.3 Subject to Section 10.2, Vermillion shall, in its sole discretion, either:
- (a) repair or re-perform such Services (or the defective part); or
 - (b) credit or refund the price of such Services at the pro rata contract rate.

- 10.4 THE REMEDIES SET FORTH IN SECTION 10.3 SHALL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND VERMILLION'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 10.1.
- 10.5 **EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 10.1 ABOVE, VERMILLION DISCLAIMS ALL OTHER WARRANTIES AND MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES OR DELIVERABLES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

11. **Notices.** All notices required or authorized by this Agreement shall be given in writing or via electronic means and shall contain a reference to this Agreement. All such written notices shall be deemed effective when they are either served by personal delivery, or sent postage prepaid, by registered or certified mail to the receiving Party at the address below. Any electronic notice permitted to be given under this Agreement shall be deemed properly given if e-mailed to the contact e-mail address provided below or to a Vermillion partner.

If to Vermillion: 32 Oak Drive
Chatham, NJ 07928
Attn: Dave Vermillion
dv@vermillionadvisors.com

If to Client: Eduard Yurievich Khudainatov
c/o Ford O'Brien Landy LLP
275 Madison Avenue, Floor 24
New York, New York 10016

12. **Limitation of Liability.**

- 12.1 IN NO EVENT SHALL VERMILLION BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT VERMILLION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 12.2 IN NO EVENT SHALL VERMILLION'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO VERMILLION PURSUANT TO THIS AGREEMENT IN THE ONE (1) YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

- 12.3 The limitation of liability set forth in Section 12.2 above shall not apply to liability resulting from Vermillion's gross negligence or willful misconduct.
13. **Waiver.** The failure of either Party to enforce at any time or for any period of time any provision hereof shall not be construed to be a waiver of such provision of the right thereafter to enforce each and every provision. No waiver by either Party to this Agreement, either express or implied, of any breach of any term, condition or obligation of this Agreement shall be construed as a waiver of any subsequent breach of that term, condition, or obligation or of any other term, condition or obligation of this Agreement.
14. **Assignment; Third Party Beneficiaries.** Neither this Agreement nor any right or obligation hereunder may be assigned or transferred in whole or in part by either Party without the prior written consent of the other Party. No attempt to assign or transfer the Agreement in violation of this provision shall be valid or binding. There are no third-party beneficiaries to this Agreement.
15. **Integration and Modification.** This Agreement contains the entire agreement between the Parties. All prior agreements and all prior negotiations are superseded by this Agreement. This Agreement may not be modified except by a written document signed by an authorized person on behalf of each Party or as otherwise allowed per the Terms of this Agreement.
16. **Severability.** Should any provision of this Agreement be held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in force and effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.
17. **Choice of Law; Venue; Waiver of Jury Trial.** This Agreement, including its drafting, construction, and performance, shall be governed and construed in accordance with the laws of the State of New Jersey without regard to any choice of law or conflict of law provisions. The Superior Court of the State of New Jersey shall have exclusive jurisdiction over any and all disputes relating to this Agreement. Both Parties hereby submit to the exclusive jurisdiction and venue of such court. The Parties hereto each hereby knowingly, voluntarily, and intentionally waive the right to a trial by jury with respect to any litigation based hereon, arising out of, under or in connection with this Agreement.
18. **Attorneys' Fees.** If Vermillion incurs any legal fees associated with the enforcement of this Agreement or any rights under this Agreement, it shall be entitled to recover from Client, in addition to any other relief, its reasonable attorney's fees together with all court, arbitration, mediation, or other litigation expenses, if it substantially prevails in such suit or legal proceeding.
19. **Headings.** The section headings set forth throughout this Agreement are for convenience only and are not intended to affect the meaning of the provisions of this Agreement.
20. **Miscellaneous.** This agreement shall not become effective and binding until fully executed by both Vermillion and Client.
21. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

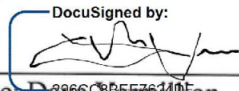
[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the Parties have executed this agreement the day and year first written above.

EDUARD YURIEVICH KHUDAINATOV

By: 
Name: Eduard Yurievich Khudainatov

VERMILLION STRATEGIC ADVISORS, LLC

DocuSigned by:
By:  10/20/2023
Name: Dave Vermillion
Title: Founder & Principal

[Signature Page to Professional Services Agreement]

EXHIBIT A

Services & Deliverables:

SCOPE OF WORK:

- Develop an effective, and efficient, communications strategy regarding litigation in the United States relating to the Client.
- Review and analyze relevant available material, including prior news reports and other documents regarding Client.
- Manage outreach to targeted media outlets regarding any such litigation.
- Field media inquiries relating to any such litigation.
- Track news reports and publications regarding any such litigation and/or Client.

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